

**Penelec GPU**

11733

RECORDATION NO. .... Filed 1425

Pennsylvania Electric Company  
1001 Broad Street  
Johnstown Pennsylvania 15907  
814 536-6611

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APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. .... Filed 1425

APR 29 1980 -9 20 AM

INTERSTATE COMMERCE COMMISSION

April 25, 1980

Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, DC 20423

Attention: Secretary

Dear Sir:

O-120A020  
No.

Date APR 29 1980

Fee \$ 340.00

ICC Washington, D. C.

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document:

Indenture of Mortgage and Deed of Trust dated as of January 1, 1942 and the 30 Supplemental Indentures thereto listed on Schedule A attached hereto

Mortgagor:

Pennsylvania Electric Company  
1001 Broad Street  
Johnstown, PA 15907

Mortgagee:

Bankers Trust Company, Trustee  
16 Wall Street  
New York, NY 10015


Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 43% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Metropolitan Edison Company (which owns a 20% interest) and Jersey Central Power & Light Company (which owns a 37% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Pennsylvania Electric Company at the date of said Indenture of Mortgage and Deed of Trust or thereafter acquired by it.

April 25, 1980

Also enclosed is a check in the amount of \$340.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Sincerely yours,

  
J. A. Poole  
Vice President,  
Technical

Encls.

11733 *W*  
RECORDATION NO. .... Filed 1425  
APR 29 1980 - 9 20 AM  
ILLINOIS STATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the District  
of Columbia, do certify as follows: (1) I have examined the  
attached conformed copy of the Supplemental Indenture dated as of  
*August 1, 1952* to Indenture of Mortgage and Deed of  
Trust dated as of January 1, 1942 between Pennsylvania Electric  
Company and Bankers Trust Company, Trustee, and have compared it  
with the original document; and (2) the attached conformed copy  
is a true and correct copy of the original document in all re-  
spects.

Witness my hand and seal this 28th day of April, 1980.

*Denardette R. Brown*

Notary Public

My Commission Expires October 14, 1983

(SEAL)



11733 *P*  
RECORDATION NO. .... Filed 1425  
APR 29 1980 - 9 20 AM  
INTERSTATE COMMERCE COMMISSION

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**PENNSYLVANIA ELECTRIC COMPANY**

**AND**

**BANKERS TRUST COMPANY,**  
**Trustee**

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**Supplemental Indenture**  
**(First Mortgage Bonds, 3 $\frac{3}{8}$ % Series Due 1982)**

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**Dated as of August 1, 1952**

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PRESS OF ALLEN, LANE & SCOTT, PHILADELPHIA

**SUPPLEMENTAL INDENTURE**, dated as of the first day of August, 1952, made and entered into by and between PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter sometimes called the Company), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York (hereinafter sometimes called the Trustee), as Trustee under the Mortgage and Deed of Trust hereinafter referred to, party of the second part.

WHEREAS, the Company heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (hereinafter called the Original Indenture), dated as of the first day of January, 1942, to the Trustee, to secure the First Mortgage Bonds of the Company, unlimited in aggregate principal amount and issuable in series, from time to time, in the manner and subject to the conditions set forth in the Original Indenture, and by said Original Indenture granted and conveyed unto the Trustee, upon the trusts, uses and purposes specifically therein set forth, certain real estate, franchises and other property therein described, including property acquired after the date thereof, except as therein otherwise provided; and the said Original Indenture has been supplemented by supplemental indentures dated March 7, 1942, April 28, 1943, August 20, 1943, August 30, 1943, August 31, 1943, April 26, 1944, April 19, 1945, October 25, 1945, June 1, 1946, November 1, 1949, and October 1, 1951, respectively; which Original Indenture as so supplemented is hereinafter referred to as the Mortgage; and

WHEREAS, the Original Indenture provides for the issuance of bonds thereunder in one or more series, the form of each series of bonds and of the coupons to be attached to the coupon bonds to be substantially in the forms set forth therein with such omissions, variations and insertions as are authorized or permitted by the Original Indenture and determined and specified by the Board of Directors of the Company; and

WHEREAS, the Company by appropriate corporate action in conformity with the terms of the said Original Indenture has duly determined to create a series of bonds to be designated as "First Mortgage Bonds, 3 $\frac{3}{8}$ % Series due 1982" (hereinafter sometimes referred

to as the "1982 Series Bonds" or the "bonds of the 1982 Series"), which said bonds of the 1982 Series, and the interest coupons to be attached to the coupon bonds of said series, are to be substantially in the following forms, respectively:

[FORM OF COUPON BOND OF THE 1982 SERIES]

PENNSYLVANIA ELECTRIC COMPANY

FIRST MORTGAGE BOND

\$1000

3 $\frac{3}{8}$ % Series Due 1982

No. ....

Due August 1, 1982

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to the bearer, or, if this bond be registered as to principal, to the registered holder hereof, on August 1, 1982, at the office or agency of the Company in the Borough of Manhattan, The City of New York, One Thousand Dollars (\$1,000) in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and to pay interest thereon, at said office or agency in like coin or currency from August 1, 1952, until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, at the rate of three and three-eighths per centum (3 $\frac{3}{8}$ %) per annum, payable semi-annually on February 1 and August 1 of each year, but only upon presentation and surrender of the coupons for such interest instalments as are evidenced thereby, hereto appertaining, as they shall severally mature, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 3 $\frac{3}{8}$ % Series due 1982, all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supplemental thereto, called the Mortgage) dated as of January 1, 1942,

executed by the Company to BANKERS TRUST COMPANY, as Trustee, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights and limitations of rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding (determined as provided in the Mortgage) evidenced as in the Mortgage provided, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of the series affected (determined as provided in the Mortgage) evidenced as in the Mortgage provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding. Any such consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1982 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1982 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereto appertaining, may be exchanged for a like aggregate principal amount

of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all unmatured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1982 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week, of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1982 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If Redeemed During 12 Months' Period Ending July 31.			If Redeemed During 12 Months' Period Ending July 31.		
	Regular Redemp- tion Prices	Special Redemp- tion Prices		Regular Redemp- tion Prices	Special Redemp- tion Prices
1953 .....	103.47%	100.48%	1968 .....	101.68%	100.30%
1954 .....	103.36%	100.47%	1969 .....	101.56%	100.28%
1955 .....	103.24%	100.46%	1970 .....	101.44%	100.27%
1956 .....	103.12%	100.45%	1971 .....	101.32%	100.25%
1957 .....	103.00%	100.44%	1972 .....	101.20%	100.23%
1958 .....	102.88%	100.43%	1973 .....	101.08%	100.22%
1959 .....	102.76%	100.42%	1974 .....	100.96%	100.20%
1960 .....	102.64%	100.40%	1975 .....	100.84%	100.18%
1961 .....	102.52%	100.39%	1976 .....	100.72%	100.16%
1962 .....	102.40%	100.38%	1977 .....	100.60%	100.14%
1963 .....	102.28%	100.37%	1978 .....	100.48%	100.12%
1964 .....	102.16%	100.35%	1979 .....	100.36%	100.10%
1965 .....	102.04%	100.34%	1980 .....	100.24%	100.08%
1966 .....	101.92%	100.33%	1981 .....	100.12%	100.05%
1967 .....	101.80%	100.31%	1982 .....	100.00%	100.00%



The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption, and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable at maturity or upon redemption or otherwise, and shall comply with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be entitled to any lien or benefit under the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is negotiable and shall pass by delivery unless registered as to principal at the office or agency of the Company in said Borough of Manhattan, and such registration noted hereon, after which no valid transfer hereof can be made, except at such office or agency, until after registered transfer to bearer, but after such registered transfer to bearer this bond shall be again transferable by delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer, be treated as negotiable and pass by delivery. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the bearer of this bond if it is not registered as to principal, or, if this bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereunto appertaining, as the absolute owner thereof, whether or not this bond or such coupon shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

Neither this bond nor the coupons hereto attached shall become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice-Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto.

Dated, August 1, 1952.

PENNSYLVANIA ELECTRIC COMPANY,

By \_\_\_\_\_  
President.

Attest:

\_\_\_\_\_  
Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 1982 SERIES]

\$ \_\_\_\_\_ No. \_\_\_\_\_

On the first day of \_\_\_\_\_, \_\_\_\_\_, unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof shall have been duly provided for, PENNSYLVANIA ELECTRIC COMPANY will pay to bearer at its office or agency in the Borough of Manhattan, The City of New York, Dollars (\$ \_\_\_\_\_) in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, as specified in its First Mortgage Bond, 3 $\frac{3}{8}$ % Series due 1982, No. \_\_\_\_\_, being six months' interest then due on said bond. This coupon shall be treated as negotiable.

\_\_\_\_\_  
Treasurer.

[FORM OF FULLY REGISTERED BOND OF THE 1982 SERIES]

## PENNSYLVANIA ELECTRIC COMPANY

## FIRST MORTGAGE BOND

3 $\frac{3}{8}$ % Series Due 1982

No. \_\_\_\_\_\$

Due August 1, 1982

PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the Company), for value received, hereby promises to pay to \_\_\_\_\_ or registered assigns, on August 1, 1982, at the office or agency of the Company in the Borough of Manhattan, The City of New York, \_\_\_\_\_ Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and to pay interest thereon, semi-annually on February 1 and August 1 of each year, at the rate of three and three-eighths per centum (3 $\frac{3}{8}$ %) per annum, at said office or agency in like coin or currency, from the first day of February or August, as the case may be, to which interest has been paid preceding the date hereof (unless the date hereof is a February 1 or August 1 on which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to February 1, 1953, in which case from August 1, 1952), until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for.

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 3 $\frac{3}{8}$ % Series due 1982, all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supplemental thereto, called the Mortgage), dated as of January 1, 1942, executed by the Company to BANKERS TRUST COMPANY, as Trustee, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the

rights and limitations of rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding (determined as provided in the Mortgage) evidenced as in the Mortgage provided, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the bonds at the time outstanding of the series affected (determined as provided in the Mortgage) evidenced as in the Mortgage provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture without the consent of the holders of all bonds then outstanding. Any such consent by the registered holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such consent is made upon this bond. No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The coupon bonds of the 1982 Series are issuable in the denomination of \$1,000. The fully registered bonds of the 1982 Series are issuable in denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner, subject to the limitations, and upon payment of the charges provided in the Mortgage, coupon bonds of such series, with all unmatured coupons and any matured coupons in default thereto appertaining, may be exchanged for a like aggregate principal amount of fully registered bonds of such series, and fully registered bonds of such series may be exchanged for a like aggregate principal amount of coupon bonds of such series bearing all un-

matured coupons and any matured coupons in default or for a like aggregate principal amount of fully registered bonds of such series of other authorized denominations.

The bonds of the 1982 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole or from time to time in part, upon publication at least once in each of four successive calendar weeks upon any business day of each such calendar week of notice of such redemption in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1982 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, all as provided in the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the following table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here, in all fully registered bonds of the 1982 Series, the same table of redemption prices and corresponding dates as are specified in the form of coupon bond of the 1982 Series hereinabove set forth in the recitals of this Supplemental Indenture.]

The Mortgage provides that if the Company shall deposit with the Trustee in trust for the purpose funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption, and premium, if any, thereon, and all interest payable on such bonds to the date on which they become due and payable, at maturity or upon redemption or otherwise, and shall comply with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds shall no longer be entitled to any lien or benefit under the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the office or agency of the Company in said Borough of Manhattan, upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges prescribed in the Mortgage, and thereupon, a new fully registered bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal or of interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage, against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become valid or obligatory for any purpose until BANKERS TRUST COMPANY, the Trustee under the Mortgage, or its successor thereunder, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, PENNSYLVANIA ELECTRIC COMPANY has caused this bond to be signed in its name by its President or one of its Vice-Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated,

PENNSYLVANIA ELECTRIC COMPANY,

By \_\_\_\_\_

President.

Attest:

\_\_\_\_\_  
Secretary.

and

WHEREAS, all acts and things prescribed by law and by the charter and By-Laws of the Company necessary to make the bonds of the 1982 Series when executed by the Company and authenticated by the Trustee, as in the Original Indenture provided, valid, binding and legal obligations of the Company, entitled in all respects to the security of the said Original Indenture, have been performed; and

WHEREAS, provision is made in Sections 5.11 and 17.01 of the Original Indenture for such further instruments and indentures supplemental to the Original Indenture as may be necessary or proper to carry out more effectually the purposes of the Original Indenture, and to subject to the lien of the Original Indenture any property acquired after the date of the Original Indenture and intended to be covered thereby, with the same force and effect as though included in the granting clause thereof, and to set forth the terms and provisions of any series of bonds to be issued and the forms of the bonds and coupons of such series, and to add such further covenants, restrictions or conditions for the protection of the mortgaged and pledged property and the holders of bonds as the Board of Directors of the Company and the Trustee shall consider to be for the protection of the holders of bonds; and the Company since the date of the Original Indenture has acquired additional property; and it is desired to add certain further covenants, restrictions and conditions for the protection of the mortgaged and pledged property and the holders of bonds, as provided herein, which the Board of Directors of the Company and the Trustee consider to be for the protection of the holders of bonds; and the Company desires to issue bonds of the 1982 Series and the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes of describing additional property subject to the lien of the Original Indenture and of setting forth the terms and provisions of the 1982 Series Bonds and the forms of the bonds of the 1982 Series and the coupons appertaining thereto and of said further covenants, restrictions and conditions; and

WHEREAS, the execution and delivery of this Supplemental Indenture has been duly authorized by the Board of Directors of the Company at a meeting duly called and held according to law, and all

conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms, for the purposes herein expressed, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized;

Now, THEREFORE, in order further to secure the payment of the principal and interest of all bonds issued and to be issued under the Original Indenture and any indenture supplemental thereto, including this Supplemental Indenture, according to their tenor, purport and effect and the performance and observance of all the covenants and conditions in said bonds and the Original Indenture and indentures supplemental thereto, including this Supplemental Indenture, contained, and for and in consideration of the premises and of the sum of One Dollar (\$1.00), lawful money of the United States of America, to the Company duly paid by the Trustee at or before the ensealing and delivery hereof, and other valuable considerations, the receipt whereof is hereby acknowledged, and intending to be legally bound hereby, the Company has executed and delivered this Supplemental Indenture, and hath granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents doth grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Bankers Trust Company, as Trustee, and to its successors in the trust and to its and their assigns forever, all the following described properties of the Company, that is to say:

All property, real, personal and mixed, tangible and intangible, owned by the Company on the date of the execution hereof or which may be hereafter acquired by it (except such property as is in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted from the lien and operation of the Original Indenture).

The property covered by this Supplemental Indenture shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:



All the electric generating stations, station sites, stations, electric reserve generating stations, substations, substation sites, steam plants, hot water plants, hydro-electric stations, hydro-electric station sites, electric transmission lines, electric distribution systems, steam distribution systems, hot water distribution systems, regulator stations, regulator station sites, office buildings, storeroom buildings, warehouse buildings, boiler houses, plants, plant sites, service plants, coal, coal mines, other mineral land mining rights and privileges, coal storage yards, and pole yards now or hereafter owned by the Company, including all electric works, power houses, generators, turbines, boilers, engines, furnaces, dynamos, buildings, structures, transformers, meters, towers, poles, tower lines, cables, pole lines, tanks, storage holders, regulators, pipes, pipe lines, mains, pipe fittings, valves, drips, connections, tunnels, conduits, gates, motors, wires, switch racks, switches, brackets, insulators, and all equipment, improvements, machinery, appliances, devices, appurtenances, supplies and miscellaneous property for generating, producing, transforming, converting, storing and distributing electric energy, steam and hot water, now or hereafter owned by the Company, together with all furniture and fixtures located in the aforesaid buildings, and all land now or hereafter owned by the Company on which the same or any part thereof are situated, and all of the real estate, leases, leaseholds (except the last day of the term of each lease and leasehold), and lands now or hereafter owned by the Company, including land located on or adjacent to any river, stream or other water, together with all flowage rights, flooding rights, water rights, riparian rights, dams and dam sites and rights, flumes, canals, races, raceways, head works and diversion works, and all of the municipal and other franchises, licenses, consents, ordinances, permits, privileges, rights, servitudes, easements and rights-of-way and other rights in or relating to real estate or the occupancy of the same, now or hereafter owned by the Company, and all of the other property, real, personal or mixed, now or hereafter owned by the Company, forming a part of any of the foregoing property or used or enjoyed or capable of being used or enjoyed in connection therewith or in any wise appertaining thereto, whether developed or undeveloped, or partially developed, or whether now equipped and operating or not and

wherever situated, and all of the Company's presently held or hereafter acquired right, title and interest in and to the land on which the same or any part thereof are situated or adjacent thereto, and all rights for or relating to the construction, maintenance or operation of any of the foregoing property through, over, under or upon any public streets or highways or other lands, public or private, and (except as in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) all the right, title and interest of the Company presently held or hereafter acquired in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described, and, as to all the foregoing, whether now owned by the Company or hereafter acquired by the Company.

Without limitation of the generality of the foregoing, all of the parcels of land situate as hereinafter set forth and owned by the Company and buildings and improvements thereon erected and owned by the Company, and whether used or not used in connection with the Company's operations, all of which real estate was conveyed to the Company or its predecessors in title as hereinafter set forth by the following conveyances to which reference is made for a more particular description, to wit:

#### BLAIR COUNTY, PENNSYLVANIA

(66) ALL THAT CERTAIN parcel of land situate in the Township of Logan, County of Blair, Pennsylvania, as and to the extent conveyed by The Pennsylvania Railroad Company to Pennsylvania Electric Company by deed dated October 22, 1951, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 650, page 30.

(67) ALL THAT CERTAIN parcel of land situate in the City of Altoona, County of Blair, Pennsylvania, as and to the extent conveyed by Anna L. Nicholson, single, to Pennsylvania Electric Company by deed dated December 27, 1951, and recorded in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Deed Book Vol. 652, page 49.

## CLEARFIELD COUNTY, PENNSYLVANIA

(16) ALL THAT CERTAIN parcel of land situate in the Township of Bradford, County of Clearfield, Pennsylvania, as and to the extent conveyed by Mervyl C. Yeager *et ux.* to Pennsylvania Electric Company by deed dated February 2, 1952, and recorded in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, in Deed Book No. 419, page 168.

## INDIANA COUNTY, PENNSYLVANIA

(30) ALL THAT CERTAIN parcel of land situate in the Township of White, County of Indiana, Pennsylvania, as and to the extent conveyed by Nellie J. Swartz, widow, to Pennsylvania Electric Company by deed dated September 26, 1951, and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania, in Deed Book Vol. 409, page 516.

(31) ALL THAT CERTAIN parcel of land situate in the Second Ward of the Borough of Indiana, County of Indiana, Pennsylvania, as and to the extent conveyed by Lenore Beyers, single, to Pennsylvania Electric Company by deed dated December 27, 1951, and recorded in the Office of the Recorder of Deeds in and for Indiana County, Pennsylvania, in Deed Book Vol. 411, page 216.

## McKEAN COUNTY, PENNSYLVANIA

(25) ALL THAT CERTAIN parcel of land situate in the Township of Keating, County of McKean, Pennsylvania, as and to the extent conveyed by Charles C. Greene *et ux.* to Pennsylvania Electric Company by deed dated September 4, 1951, and recorded in the Office of the Recorder of Deeds in and for McKean County, Pennsylvania, in Deed Book Vol. 319, page 419.

## MIFFLIN COUNTY, PENNSYLVANIA

(26) ALL THAT CERTAIN parcel of land situate in the Township of Oliver, County of Mifflin, Pennsylvania, as and to the extent conveyed by Charles E. Lewis, single, to Pennsylvania Electric Company by deed dated July 27, 1951, and recorded in the Office of the Recorder

of Deeds in and for Mifflin County, Pennsylvania, in Deed Book U, Vol. 5, page 262.

(27) ALL THAT CERTAIN parcel of land situate in the Township of Union, County of Mifflin, Pennsylvania, as and to the extent conveyed by Albert M. Yoder *et al.* to Pennsylvania Electric Company by deed dated September 22, 1951, and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Deed Book U, Vol. 5, page 471.

#### VENANGO COUNTY, PENNSYLVANIA

(47) ALL THAT CERTAIN parcel of land situate in the Township of Sugarcreek, County of Venango, Pennsylvania, as and to the extent conveyed by The Venango Oil and Land Company to Pennsylvania Electric Company by deed dated June 27, 1951, and recorded in the Office of the Recorder of Deeds in and for Venango County, Pennsylvania, in Deed Book Vol. 556, page 236.

#### WARREN COUNTY, PENNSYLVANIA

(15) ALL THAT CERTAIN parcel of land situate in the Village of North Warren, Township of Conewango, County of Warren, Pennsylvania, as and to the extent conveyed by Roger L. Hendrickson *et ux.* to Pennsylvania Electric Company by deed dated April 19, 1951, and recorded in the Office of the Recorder of Deeds in and for Warren County, Pennsylvania, in Deed Book Vol. 248, page 348.

(16) ALL THAT CERTAIN parcel of land situate in the Borough of Warren, County of Warren, Pennsylvania, as and to the extent conveyed by Phenix Furniture Company to Pennsylvania Electric Company by deed dated November 9, 1951, and recorded in the Office of the Recorder of Deeds in and for Warren County, Pennsylvania, in Deed Book Vol. 249, page 272.

Also all other land and the buildings and improvements thereon erected hereafter acquired;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the afore-

said property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that all the property, rights and franchises acquired by the Company after the date hereof (except any in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, expressly excepted) shall (subject to the provisions of Section 9.01 of the Original Indenture), to the extent permitted by law, be as fully embraced within this Supplemental Indenture as if such property, rights and franchises were now owned by the Company and/or specifically described herein and conveyed hereby;

Provided that, in addition to the reservations and exceptions herein elsewhere contained, the following are not and are not intended to be granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from this Supplemental Indenture, viz.: (1) cash and shares of stock and certificates or evidence of interest therein and obligations (including bonds, notes and other securities) not in the Original Indenture or in any indenture supplemental thereto, including this Supplemental Indenture, specifically pledged or covenanted so to be or deposited or delivered hereunder or under any other supplemental indenture; (2) any goods, wares, merchandise, equipment, materials or supplies held or acquired for the purpose of sale or resale in the usual course of business or for consumption in the operation of any properties of the Company, and automobiles and trucks; and (3) all judgments, contracts, accounts and choses in action, the proceeds of which the Company is not obligated as in the Original Indenture provided to deposit with the Trustee hereunder; provided, however, that the property and rights expressly excepted from this Supplemental Indenture in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease

to be so excepted, in the event that the Trustee or a receiver or trustee shall take possession of the mortgaged and pledged property in the manner provided in Article X of the Original Indenture, by reason of the occurrence of a completed default, as defined in said Article X of the Original Indenture;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors in the trusts created in the Original Indenture and its and their assigns forever;

SUBJECT, HOWEVER, to the reservations, exceptions, conditions, limitations and restrictions contained in the several deeds, servitudes, franchises and contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the aforesaid properties; and subject also to such servitudes, easements, rights and privileges in, over, on, and/or through said properties as have been granted to other persons prior to the date of this Supplemental Indenture; and subject also to encumbrances of the character in the Original Indenture defined as "excepted encumbrances" in so far as the same may attach to any of the property embraced herein;

IN TRUST NEVERTHELESS upon the terms, trusts, uses and purposes specifically set forth in the Original Indenture; this Supplemental Indenture being made for the purpose, *inter alia*, of subjecting the real estate and premises and other property above described to the lien and operation of said Original Indenture, so that the same shall be held specifically by the Trustee under and subject to the terms and conditions of the Original Indenture in identically the same manner and for the same trusts, uses and purposes, as if the said real estate and premises and other property had been specifically described in the Original Indenture.

AND IT IS HEREBY FURTHER COVENANTED AND AGREED, and the Company and the Trustee have mutually agreed, in consideration of the premises, as follows:

## ARTICLE I.

## 1982 SERIES BONDS.

SECTION 1. The bonds of the 1982 Series shall be designated "First Mortgage Bonds, 3 $\frac{3}{8}$ % Series due 1982". All coupon bonds of the 1982 Series shall be dated August 1, 1952. All fully registered bonds of the 1982 Series shall be dated the date of issue, and shall bear interest from the first day of February or August, as the case may be, to which interest has been paid preceding the date thereof, unless such date is a February 1 or August 1 on which interest has been paid, in which case they shall bear interest from such date, or unless such date is prior to February 1, 1953, in which case they shall bear interest from August 1, 1952.

Unless previously redeemed pursuant to the provisions hereof and of the Mortgage, all bonds of the 1982 Series shall be payable on August 1, 1982, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts, and shall bear interest, payable in like coin or currency, at the rate of three and three-eighths per centum (3 $\frac{3}{8}$ %) per annum, payable semi-annually on February 1 and August 1 of each year until maturity, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for. Principal of and interest on the bonds of the 1982 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

All bonds of the 1982 Series shall be redeemable at the option of the Company on any date prior to maturity, as a whole or from time to time in part, upon notice published at least once in each of four successive calendar weeks upon any business day of each such calendar week, in a newspaper printed in the English language and customarily published on each business day and of general circulation in said Borough of Manhattan, the first publication to be not less than thirty days and not more than ninety days before such redemption date, at the redemption prices (expressed in percentages of principal amount) set forth in the table under "Regular Redemption Prices" in the form of coupon bond of the 1982 Series set forth

in the recitals hereof; and the bonds of the 1982 Series may also be redeemed on any date prior to maturity, as a whole or from time to time in part, upon like notice, by the application therefor of cash deposited with or received by the Trustee pursuant to Sections 5.06, 5.07, 5.08, 5.15, 7.02, 9.02, 9.03, 9.04, 9.05 and 9.07 of the Mortgage, if not otherwise withdrawn, used or applied in accordance with the provisions of the Mortgage, at the redemption prices (expressed in percentages of principal amount) set forth in the aforesaid table under "Special Redemption Prices"; together, in each case, with accrued interest to the date of redemption.

Coupon bonds of the 1982 Series shall be issuable in the denomination of \$1,000 and shall be registerable as to principal. Fully registered bonds of the 1982 Series shall be issuable in the denominations of \$1,000 and any multiple of \$1,000 authorized by the Board of Directors of the Company. Bonds of the 1982 Series shall be interchangeable at the option of the holders thereof, in like aggregate principal amounts, coupon bonds for fully registered bonds, fully registered bonds for coupon bonds and the several denominations of fully registered bonds.

The forms of the bonds and of the coupons to be attached to the coupon bonds of the 1982 Series shall be substantially in the forms hereinbefore recited, respectively.

## ARTICLE II.

### AMENDMENT OF SUPPLEMENTAL INDENTURES.

SECTION 1. The aforesaid Supplemental Indentures between the parties hereto dated as of November 1, 1949 and dated as of October 1, 1951 are hereby respectively amended as set forth below, provided that such amendment shall not be effective until, and shall be effective upon, the authentication by the Trustee and delivery to or upon the order of the Company of any bond or bonds of the 1982 Series, and such amendment shall not affect any action taken by the Company or the Trustee or otherwise pursuant to the Mortgage, or any Supplemental Indenture supplemental thereto, prior to the time that such amendment so becomes effective:



(a) Section 1 of Article II of the Supplemental Indenture dated as of November 1, 1949, as amended by clause (1) of Section 1 of Article II of the Supplemental Indenture dated as of October 1, 1951, is amended by inserting "or of the 1982 Series" after "or of the 1981 Series".

(b) Section 2 of Article II of the Supplemental Indenture dated as of November 1, 1949, as amended by clause (2) of Section 1 of Article II of the Supplemental Indenture dated as of October 1, 1951, is amended by inserting "or of the 1982 Series" after "or of the 1981 Series".

(c) Section 1 of Article III of the Supplemental Indenture dated as of October 1, 1951 is amended by inserting "or of the 1982 Series" after "1981 Series".

### ARTICLE III.

#### MISCELLANEOUS.

SECTION 1. As supplemented by the aforesaid indentures supplemental thereto and by this Supplemental Indenture, said Original Indenture is in all respects ratified and confirmed and said Original Indenture and the aforesaid indentures supplemental thereto and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, on this 6th day of August, 1952, PENNSYLVANIA ELECTRIC COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice-President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and BANKERS TRUST COMPANY, party of the second part, has caused this instrument to be signed in its name and behalf by a Vice-President and its cor-

porate seal to be hereunto affixed and attested by an Assistant Secretary, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By

R. A. GALLAGHER

Vice-President.

[CORPORATE SEAL]

Attest:

R. F. PRUNER

Secretary.

In the presence of:

WM. H. DEALE

F. SCHNEIDER

BANKERS TRUST COMPANY,

By

M. SCOVELL MARTIN

Vice-President.

[CORPORATE SEAL]

Attest:

J. S. BLAYS

Assistant Secretary.

In the presence of:

WM. H. DEALE

F. SCHNEIDER

STATE OF NEW YORK    }  
COUNTY OF NEW YORK } ss.

On the 6th day of August, 1952, before me, the subscriber, a Notary Public of the State of New York, residing in Bronx, N. Y., personally appeared R. F. Pruner, Secretary of Pennsylvania Electric Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by R. A. Gallagher, Vice-President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Secretary and of R. A. Gallagher as Vice-President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

R. F. PRUNER  
Secretary.

Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS  
Notary Public.

ALOYSE A. STEPHENS  
Notary Public, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On the 6th day of August, 1952, before me, the subscriber, a Notary Public of the State of New York, residing in Bronx, N. Y., personally appeared J. S. Biays, Assistant Secretary of Bankers Trust Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by M. Scovell Martin, Vice-President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of M. Scovell Martin as Vice-President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

J. S. BIAYS  
Assistant Secretary.

I am not a stockholder, director or officer of said Bankers Trust Company.

Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS  
Notary Public.

ALOYSE A. STEPHENS  
Notary Public, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

I HEREBY CERTIFY that on this 6th day of August, 1952, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared R. A. Gallagher, Vice-President of Pennsylvania Electric Company, a corporation of the Commonwealth of Pennsylvania, party of the first part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Pennsylvania Electric Company; and, at the same time, said R. A. Gallagher made oath in due form of law that he is duly authorized by said Pennsylvania Electric Company, on its behalf, to execute and acknowledge said Supplemental Indenture.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS  
Notary Public.

ALOYSE A. STEPHENS  
Notary Public, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

I HEREBY CERTIFY that on this 6th day of August, 1952, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared M. Scovell Martin, a Vice-President of Bankers Trust Company, a corporation of the State of New York, party of the second part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Bankers Trust Company, Trustee as set forth in said Supplemental Indenture; and, at the same time, the said M. Scovell Martin, Vice-President of Bankers Trust Company as aforesaid, made oath in due form of law that the consideration stated in said Supplemental Indenture is true and bona fide as therein set forth, and that he is a Vice-President of said Bankers Trust Company, and is authorized to make this affidavit, and on behalf of said Bankers Trust Company to execute and acknowledge said Supplemental Indenture.

I am not a stockholder, director or officer of said Bankers Trust Company.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS  
Notary Public.

ALOYSE A. STEPHENS  
Notary Public, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

On this, the 6th day of August, 1952, before me Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared R. A. Gallagher, who acknowledged himself to be Vice-President of Pennsylvania Electric Company, a corporation of the State of Pennsylvania, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

ALOYSE A. STEPHENS

Notary Public.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS  
Notary Public, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

On this, the 6th day of August, 1952, before me Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared M. Scovell Martin, who acknowledged himself to be a Vice-President of Bankers Trust Company, a corporation of the State of New York, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS  
Notary Public.

ALOYSE A. STEPHENS  
Notary Public, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, do HEREBY CERTIFY that ALOYSE A. STEPHENS whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6 day of Aug. 1952.

Fee Paid 25¢

[SEAL]

ARCHIBALD R. WATSON  
County Clerk and Clerk of the Supreme Court,  
New York County

#### CERTIFICATE OF RESIDENCE.

Bankers Trust Company, Mortgagee and Trustee within named, hereby certifies that its precise residence is 16 Wall Street, in the Borough of Manhattan, in The City of New York, in the State of New York.

BANKERS TRUST COMPANY,  
By

J. S. BIAYS

Assistant Secretary.

[CORPORATE SEAL]



STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

On this, the *6<sup>th</sup>* day of August, 1952, before me Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared R. A. Gallagher, who acknowledged himself to be Vice-President of Pennsylvania Electric Company, a corporation of the State of Pennsylvania, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[NOTARIAL SEAL]

*Aloyse A. Stephens*  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

I HEREBY CERTIFY that on this *6th* day of August, 1952, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared M. Scovell Martin, a Vice-President of Bankers Trust Company, a corporation of the State of New York, party of the second part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Bankers Trust Company, Trustee as set forth in said Supplemental Indenture; and, at the same time, the said M. Scovell Martin, Vice-President of Bankers Trust Company as aforesaid, made oath in due form of law that the consideration stated in said Supplemental Indenture is true and bona fide as therein set forth, and that he is a Vice-President of said Bankers Trust Company, and is authorized to make this affidavit, and on behalf of said Bankers Trust Company to execute and acknowledge said Supplemental Indenture.

I am not a stockholder, director or officer of said Bankers Trust Company.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

*Aloyse A. Stephens*  
Notary Public.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3635150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

I HEREBY CERTIFY that on this 6<sup>th</sup> day of August, 1952, before me, the subscriber, a Notary Public of the State of New York, in and for New York County aforesaid, personally appeared R. A. Gallagher, Vice-President of Pennsylvania Electric Company, a corporation of the Commonwealth of Pennsylvania, party of the first part in the foregoing Supplemental Indenture, and acknowledged the said Supplemental Indenture to be the act and deed of said Pennsylvania Electric Company; and, at the same time, said R. A. Gallagher made oath in due form of law that he is duly authorized by said Pennsylvania Electric Company, on its behalf, to execute and acknowledge said Supplemental Indenture.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[NOTARIAL SEAL]

*Aloyse A. Stephens*  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.

On the <sup>6<sup>th</sup></sup> day of August, 1952, before me, the subscriber, a Notary Public of the State of New York, residing in Bronx, N. Y., personally appeared J. S. Biays, Assistant Secretary of Bankers Trust Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by M. Scovell Martin, Vice-President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Assistant Secretary and of M. Scovell Martin as Vice-President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

  
Assistant Secretary.

I am not a stockholder, director or officer of said Bankers Trust Company.

Sworn to and subscribed before me the day and year aforesaid.

[NOTARIAL SEAL]

  
Notary Public.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 03-3835150  
Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

STATE OF NEW YORK }  
 COUNTY OF NEW YORK } ss.

On the 6<sup>th</sup> day of August, 1952, before me, the subscriber, a Notary Public of the State of New York, residing in Bronx, N. Y., personally appeared R. F. Pruner, Secretary of Pennsylvania Electric Company, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation, that the foregoing Supplemental Indenture was duly sealed and delivered by R. A. Gallagher, Vice-President of the said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation, and that the names of this deponent as Secretary and of R. A. Gallagher as Vice-President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

*R F Pruner*

Secretary.

Sworn to and subscribed before me the day and year aforesaid.

*Aloyse A. Stephens*  
 Notary Public.

[NOTARIAL SEAL]

ALOYSE A. STEPHENS  
 NOTARY PUBLIC, State of New York  
 No. 03-3835150  
 Qualified in Bronx County  
 Certificates filed with  
 New York County Clerks & Registers  
 Bronx County Clerks & Registers  
 Term expires March 30, 1953

porate seal to be hereunto affixed and attested by an Assistant Secretary, all in The City of New York, New York.

PENNSYLVANIA ELECTRIC COMPANY,

By

*R. A. Gallagher*  
Vice-President.

[CORPORATE SEAL]

Attest:

*R. F. Thum*  
Secretary.

In the presence of:

*Wm. H. Deale*  
Wm. H. Deale  
*F. Schneider*  
F. SCHNEIDER

BANKERS TRUST COMPANY,

By

*M. Sorell Martin*

[CORPORATE SEAL]

Vice-President.

Attest:

*Assistant Secretary*  
Assistant Secretary.

In the presence of:

*Wm. H. Deale*  
Wm. H. Deale  
*F. Schneider*  
F. SCHNEIDER

State of New York, }  
County of New York, } ss.:

No. 74953

Form 1

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

ALOYSE A STEPHENS

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

this 6 day of AUG, 1952

FEE PAID 25¢

94

Archibald R. Watson  
County Clerk and Clerk of the Supreme Court, New York County

STATE OF NEW YORK, NEW YORK COUNTY, *to-wit*:

On this, the *6<sup>th</sup>* day of August, 1952, before me Aloyse A. Stephens, a Notary Public for the State and County aforesaid, the undersigned officer, personally appeared M. Scovell Martin, who acknowledged himself to be a Vice-President of Bankers Trust Company, a corporation of the State of New York, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

ALOYSE A. STEPHENS  
NOTARY PUBLIC, State of New York  
No. 63-335150

[NOTARIAL SEAL]

Qualified in Bronx County  
Certificates filed with  
New York County Clerks & Registers  
Bronx County Clerks & Registers  
Term expires March 30, 1953

*Aloyse A. Stephens*  
Notary Public.

CERTIFICATE OF RESIDENCE.

Bankers Trust Company, Mortgagee and Trustee within named, hereby certifies that its precise residence is 16 Wall Street, in the Borough of Manhattan, in The City of New York, in the State of New York.

BANKERS TRUST COMPANY,  
By

[CORPORATE SEAL]

*[Signature]*  
Assistant Secretary.

*Forest County, N. Y.*

*Recorded in the Recorder's Office of said County*  
*in Mtg. Book 20 Page 180* Witness my hand  
and Seal of said Office this *9* day of *Aug.* 19*52*

*J. D. Bankhead*  
*L. H.* Recorder



## RECORDATION DATA

County	Date Recorded	Mortgage Book	Page
PENNSYLVANIA			
Armstrong	August 8, 1952	140	38
Bedford	August 8, 1952	58	64
Blair	August 7, 1952	496	479
Cambria	August 11, 1952	257	681
Centre	August 8, 1952	106	518
Clarion	August 9, 1952	48	412
Clearfield	August 8, 1952	155	107
Crawford	August 8, 1952	239	224
Cumberland	August 8, 1952	273	483
Elk	August 8, 1952	51	269
Erie	August 7, 1952	460	232
Forest	August 8, 1952	20	180
Franklin	August 12, 1952	178	257
Huntingdon	August 7, 1952	75	1
Indiana	August 7, 1952	131	445
Jefferson	August 8, 1952	63	327
Juniata	August 7, 1952	28	22
McKean	August 8, 1952	239	64
Mifflin	August 8, 1952	Y-3	333
Perry	August 7, 1952	X	44
Potter	August 8, 1952	54	159
Somerset	August 8, 1952	110	578
Venango	August 8, 1952	301	458
Warren	August 8, 1952	126	500
Westmoreland	August 7, 1952	851	262

## MARYLAND

Garrett August 8, 1952 Liber R.L.D. No. 170 Folio 190